

AUTHORIZING AN ARCHITECTURAL IMPROVEMENT PROGRAM ECONOMIC INCENTIVE FOR STAGECOACH PLAYERS, 126 S. FIFTH STREET, DEKALB, ILLINOIS, IN THE AMOUNT OF \$9,500.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City's corporate authorities find that approving an Architectural Improvement Program ("AIP") grant in the amount of \$9,500 to Stagecoach Players for the property located at 126 S. Fifth Street, DeKalb, Illinois, subject to the terms and conditions of this Resolution, is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve an AIP Grant in the amount of \$9,500.00 for Stagecoach Players (the "Owner") to use at the property located at 126 S. Fifth Street, DeKalb, Illinois (the "Property"), subject to the following terms and conditions:

1. Given the small scope of the requested grant, the City waives formal compliance with the requirements of the AIP process, except as outlined herein. The City also waives requirement of a promissory note or mortgage to secure the AIP Grant.
2. Payment of the AIP Grant shall be as a reimbursement to Owner upon Owner providing proof of incurring costs of not less than \$19,000.00 for renovating the Property including, but not limited to, HVAC Replacement Services (the "Project"). The AIP Grant shall be in the amount which is the lesser of: (a) \$9,500.00; or (b) the amount which is not more than 50% of the total project costs.
3. Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.
4. Owner agrees, as a condition of accepting the AIP Grant, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant funds provided herein shall be considered partially forgiven by 20% each year on the anniversary of said payment to Owner until fully forgiven on the fifth anniversary of said payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the then-unforgiven portion of the AIP Grant.
5. Owner agrees to indemnify, defend, and hold harmless the City from any claims or damages arising out of or relating to the AIP Grant and the Project. Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of the Project. Owner agrees and acknowledges that the AIP Grant is payable to Owner only and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City's

obligation to provide funding shall not accrue until Owner provides the City with evidence of lien waivers from all contractors and materialmen providing labor or materials for the project.

6. Owner shall complete the Project in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City.
7. The Project shall be completed within one (1) calendar year of the date of approval of this Resolution, or the funding approval contemplated herein shall terminate and this Resolution shall be of no further force or effect.
8. Owner shall provide a letter to the City acknowledging and agreeing to the terms and conditions of this Resolution prior to the City's issuance of payment to Owner.
9. Owner represents and warrants that the Project would not be completed but for the AIP Grant.
10. Payment of the AIP Grant shall be expressly limited to funds available in the City's TIF fund, and is contingent upon compliance with the TIF Act, the AIP, and this Resolution.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 10th day of January 2022 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre. Nay: None. Recused: Barnes.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



164 East Lincoln Highway
DeKalb, Illinois 60115
815.748.2000 • cityofdekalb.com

Architectural Improvement Program Application

Name: Stage Coach Players, Inc.

Home Address: 126 S. 5th St., P.O. Box 511, DeKalb, IL 60115

Property Identification Number (PIN): 08-23-333-001

Location of Property: 126 S. 5th St., DeKalb, IL 60115

Phone Number: 815-758-1940 Email: sjohnson@myamericantitle.com

Proposed Use of Funding:

Major Capital Improvements – 50% Reimbursement

- ADA Compliance
- Façade Renovations
- Tuckpointing
- Life Safety Equipment
- Electrical, Mechanical, and Plumbing Upgrades
- Architectural Design Fees
- Restoration of Historic Architectural Features
- Fire Alarm and Suppression Systems

Minor Capital Improvements – 25% Reimbursement

- Exterior Lighting
- Window & Door Replacement
- Screening of Unsightly Utilities
- Exterior Painting

Deferred Maintenance – 10% Reimbursement

- Roof Repair or Replacement
- Gutter Replacement
- Stair and Handrail Replacement
- Floor Surface Repair
- Water Damage Repair

Have you consulted with the City about your project? Yes No
If yes, with whom did you speak? Bill Nicklas

Total cost estimate of Project: 19,000.00

Matching funds requested: 50%
(up to a maximum of \$25,000)

How long has the property been owned by you? 21 years

Project Description

In 250 words or less, please describe the scope of the project improvement and the need.

Our building has three commercial HVAC units - north, central and south. Each
HVAC unit has a life expectancy of 12-15 years. The north unit is 16 years old
and is no longer working. It is in immediate need of replacement or repair. We
have obtained estimates for both replacement and repair of the unit in question
which are attached. Given the age of the unit, we plan on replacing the unit as
opposed to repair. The estimated cost of the replacement as per the estimate
from DeKalb Mechanical is \$19,000.

Applicant(s) K A [Signature]

Stage Coach Players, by Angela Schiolo Niemeyer, President

Date: 12-7-21



DeKalb Mechanical

Proposal 11/24/2021

Sheet Metal ♦ HVAC ♦ Refrigeration

Subject: RTU replacement Vs. Parts

Stage Coach

126 S. 5th st.

DeKalb, IL. 60115

We propose the following:

Option #1 replacement unit

Remove existing RTU and dispose

Provide and install new 15- ton 208/230/3 phase unit

Provide curb adapter

Provide crane and rigging

Reconnect: gas piping, electrical and low voltage, condensate drain

Provide new thermostat

Start up and check out

Total cost material and labor: \$19,000.00

Option #2 replacement parts

Remove bad parts and dispose

Provide and install new heat exchanger and gas valve

Start up and check out

Additional service will be on another ticket if needed

Total cost material and labor: \$4200.00

***Quote does not included service call**

Exclusions to quote: permits or associated fees, Electrical and low voltage, wiring of any kind, liquidated damages, temp heat, overtime or shift work, anything not covered under scope.

INSTALLED NET PRICE () TERMS: Balance upon Completion

Acknowledged _____ on this _____ day of _____ 2021

Accepted By: _____ Proposed By: **Scott Johnson / DeKalb Mechanical (815) 739-1243**

This Proposal is for acceptance within 30 days ,after which it is subject to change without notice

339 Wurlitzer Dr. ♦ DeKalb, IL 60115 ♦ 815-756-6528 ♦ 815-756-6529 (fax)
Service 24/7



Date: December 2nd, 2021
To: Stage Coach Theater
Attn: Bernie
Re: Rooftop Unit Replacement

G'sR is pleased to offer the following for your consideration
Provide Labor, Material, and Equipment to complete the following:

HVAC – Remove and replace Rooftop Unit

1. Remove existing Carrier 15 ton RTU
2. Install new York or equal 15 ton RTU
3. Curb adapter provided
4. Reconnect to existing gas, electric, thermostat wiring and drain
5. Connect to existing RTU duct drops
6. Start up of equipment is included
7. Crane rental is included. Will set up crane in parking lot so traffic flow interruption is limited

Total Cost.....\$20,975.00

HVAC – Repair Existing Carrier RTU

1. Remove existing Heat exchanger and associated parts
2. Install new heat exchanger
3. Start up of equipment is included

Total Cost.....\$4,890.00

Not Included

Overtime/Shift Work, Power Wiring, Ceiling Work, Cutting & Patching, Painting, Structural Framing, Roofing Work, Masonry Work, Abatement, Allowances, Permits, Taxes, Fees, Concrete Pads, Sales Tax

Please call me at (815) 758-5228 with any questions or concerns.

Sincerely,

Jeff Lyons

January 12, 2022

Bill Nicklas, City Manager
City of DeKalb
164 E. Lincoln Highway
DeKalb, IL 60115

RE: City of DeKalb AIP Grant / Letter Agreement

David Booth
~~Angela Schola Niemeyer~~, ("Owner") hereby acknowledges and agrees to the terms of that certain Resolution 2022-010 ("the Resolution"), approving of a \$9,500.00 Architectural Improvement Program ("AIP") Grant for Stagecoach Players, ("Business") for use at 126 S. Fifth Street, DeKalb, Illinois ("the Property"), subject to the following provisions:

1. Given the small scope of the requested grant, the City waives formal compliance with the requirements of the AIP process except as outlined herein. The City also waives requirement of a promissory note or mortgage to secure the AIP Grant.
2. Payment of the AIP Grant shall be as a reimbursement to the Business, after Owner provides proof of incurring costs of not less than \$19,000 on renovation at the Property consisting of: HVAC replacement services (the "Project"). The AIP Grant shall be in the amount which is the lesser of: a) \$9,500.00; or b) the amount which is not more than 50% of the total project costs.
3. The Owner agrees to provide documentation of the project and incurred costs, inclusive of full lien waivers, invoices, and adequate evidence of payment, all in form and content acceptable to the City Manager or designee, prior to payment of the reimbursement.
4. The Owner agrees, as a condition of accepting the AIP Grant, to maintain the improvements funded by this AIP Grant for a period of not less than five (5) years. The AIP Grant funds provided herein shall be considered partially forgiven by 20% each year on the anniversary of said payment to Owner, until fully forgiven on the fifth anniversary of such payment. Should Owner fail to maintain the improvements for the full five-year period, then Owner shall be responsible for reimbursing the City in an amount equivalent to the unforgiven portion of the AIP Grant (e.g., if the Owner fails to maintain the improvements in the 4th year, the Owner shall reimburse the City for forty percent (40%) of the AIP Grant amount.

5. The Owner agrees to indemnify, defend and hold harmless the City from any claims or damages arising out of or relating to the AIP Grant and the Project. The Owner shall provide the City with a certificate of insurance naming the City as additional primary insured with waiver of right of subrogation prior to commencement of the Project. The Owner agrees and acknowledges that the AIP Grant is payable to the Business only and may not be assigned or transferred to any other party. The City shall not make direct payments to any contractors or materialmen, and the City's obligation to provide funding shall not accrue until Owner provides the City with evidence of lien waivers from all contractors and materialmen providing labor or materials for the project.
6. The Owner shall complete the Project in a good and workmanlike fashion, in accordance with all applicable codes and ordinances, and after having obtained all required permits. All work shall be subject to inspection and approval by the City.
7. The Project shall be completed within one (1) calendar year of the date of approval of the Resolution, or the funding approval contemplated herein shall terminate and the Resolution shall be of no further force or effect.
8. Owner represents and warrants that the Project would not be completed but for the AIP Grant.
9. Payment of the AIP Grant shall be expressly limited to funds available in the City's TIF Fund, and is contingent upon compliance with the TIF Act, the AIP, and the Resolution.
10. Owner shall provide this signed agreement to the City, acknowledging and agreeing to the terms and conditions of the Resolution, prior to the City's issuance of payment to Owner.

Agreed to as of the 21st day of February, 2022.



~~Angela Schiola Niemeyer~~
David Booth



Final Waiver of Lien and Contractor's Affidavit

STATE OF Illinois

DATE: _____

DeKalb

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned, DeKalb Mechanical have been employed by ^{David Booth}~~Angela Schiela Niemeier~~/Stagecoach Players, owner of 126 S. Fifth Street, DeKalb, IL 60115 to furnish materials and services relating to HVAC replacement at the project known as:

Stagecoach Players, 126 S. Fifth Street – HVAC Replacement

in the City of DeKalb, County of DeKalb, and State of Illinois.

NOW THEREFORE, KNOW YE, that the undersigned, for and in consideration of the sum of **Nineteen Thousand 00/100 Dollars (\$19,000.00)**, the receipt whereof as hereby acknowledged, do hereby waive and release any and all lien, or claim, or right of lien on said above described building and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials or both, furnished or which may be furnished by the undersigned to or on account of said ^{David Booth}~~Angela Schiela Niemeier~~/Stagecoach Players for said building or premises. The undersigned states that all parties, who have furnished material or labor, or both, to the undersigned in their finishing for the above said work, has been paid in full and the undersigned will be held accountable for any and all liens issued by said parties.

Given under my hand and seal the day and year first above written.

Contractor Information:

**Name: DeKalb Mechanical
Address: 339 Wurlitzer Drive
City, State, Zip: DeKalb, IL 60115**

Signature: Stephen J. Doonan

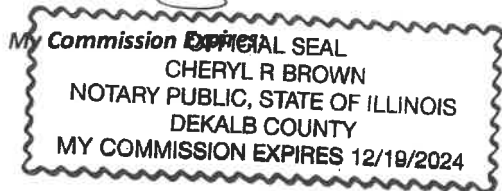
Type or Print Name: STEPHEN J. DOONAN

Type or Print Title: President.

(Corporate Seal)

Subscribed and sworn to before me this 18 day of March, 2022.

Cheryl R. Brown
Notary Public





DeKalb Mechanical, Inc.

339 Wurlitzer Drive, DeKalb, IL 60115

(815) 756-6528 Fax (815) 756-6529

www.DeKalbMechanical.com

Invoice Date: 2/23/22	Invoice No: 120697	Job No: A18391	Customer No: STAG03
Bill To: STAGE COACH PLAYERS PO BOX 511 DEKALB, IL 60115		Job Site: STAGE COACH PLAYERS THEATRE 126 S 5TH ST DEKALB, IL 60115	
Contract Date: 12/21/2021		Contract #:	P.O. #
Terms: UPON RECEIPT			

Remarks: COST OF LABOR, EQUIPMENT AND MATERIALS TO FURNISH AND INSTALL NEW ROOF TOP UNIT AND DISPOSE OF THE EXISTING UNIT PER PROPOSAL.

Contract Amount:	\$19,000.00
Adjusted Amount:	\$19,000.00
Total Value Complete:	\$19,000.00
Less Prior Billing	\$0.00
Less Retainage:	\$0.00
Net Value Complete:	\$19,000.00
Job Deposit:	\$0.00
Amount Due:	\$19,000.00